



# City of Jersey City

## REQUEST FOR QUALIFICATIONS

### General Architectural Services

Term April 2014 through April 2015

SUBMISSION DEADLINE

April 15, 2014

**ADDRESS ALL QUALIFICATION STATEMENTS TO:**

**Peter Folgado, Purchasing Agent, RPPO, QPA  
Division of Purchasing  
394 Central Avenue, 2<sup>nd</sup> Floor  
Jersey City, N.J. 07307  
201-547-5156**

## **SECTION 1: GENERAL INFORMATION & SUMMARY**

### **1.1 Organization Requesting Qualifications**

City of Jersey - Department of Public Works, Division of Architecture, Engineering, Traffic and Transportation

575 Route 440, Second Floor, Jersey City, New Jersey 07305

Brian F. Weller, L.L.A., ASLA, Chief Landscape Architect, Division Director

### **1.2 Contact Person**

Peter Folgado, Purchasing Agent, RPPO, QPA

Department of Administration

394 Central Avenue, 2<sup>nd</sup> Floor, Jersey City, New Jersey 07307

(201) 547-5156

[www.PeterF@jcnj.org](mailto:www.PeterF@jcnj.org)

### **1.3 Procurement Process**

The City of Jersey City (City) is requesting Qualification Statements from qualified individuals to provide Architectural Services. Qualification Statements will be evaluated in accordance with the criteria set forth in the Request for Qualifications (RFQ). Using this RFQ the City intends to establish a pool of architectural firms who will be available to provide services as needed in connection with Capital Improvements Projects. One or more firms may be selected to provide services. If selected, the City will approve a resolution awarding a contract to a Respondent based on an hourly rate for a sum not to exceed an amount to be determined at the time of a contact award.

Qualifications will be evaluated in accordance with the criteria set forth in this RFQ. The governing body will approve a resolution awarding a contract to the consultant for a sum not to exceed a specified amount, using a fair and open process in accordance with the "New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq."

### **1.4 Contract Form**

If selected to provide services, it is agreed and understood that the successful Respondent shall be bound by the requirements and terms contained in this RFQ with regard to services performed, payments, indemnification, insurance, termination, and applicable licensing provisions.

### **1.5 Informational Meeting**

There **will not** be an informational meeting. However, it is suggested that prospective Respondents obtain an overview of the type of projects administered by the Division, and ask any preliminary questions. All questions and answers will be provided as an addendum to this RFQ.

## **1.6 Submission Deadline**

Qualifications Statements must be submitted to, and be received by the City, via mail or hand delivery by 4:00 p.m. prevailing time on April 15, 2014. Qualifications Statements will not be accepted by facsimile transmission or e-mail. Any and all Qualification Statements not received by the City by 4:00 p.m. prevailing time on April 15, 2014 will be rejected.

## **1.7 Opening of Qualifications Statements**

Qualifications Statements shall be opened in public at 4:00 p.m. prevailing time on April 15, 2014 at the Division of Purchasing, located at 394 Central Avenue, 2<sup>nd</sup> Floor, Jersey City, New Jersey 07307. All Statements shall be reviewed by the Division of Architecture, the Department of Public Works and the Department of Administration within 20 days of receipt.

## **1.8 Definitions**

The following definitions shall apply to and are used in this Request for Qualifications (RFQ):

“City” - refers to the City of Jersey City

“RFQ” - refers to this Request for Qualifications, including any amendments thereof or supplements thereto.

“Respondent” or “Respondents” - refers to the interested persons and/or firm(s) that submit a Qualification Statement.

“Qualification Statement” - refers to the complete responses to this RFQ submitted by Respondents.

“Consultant” or “Consultants” - refers to the interested persons and/or firm(s) that submit a Qualification Statement.

“Vendor” or “Vendors” - refers to the interested persons and/or firm(s) that submit a Qualifications Statement.

## **1.9 Submission Address**

All Qualification Statements should be sent to:

Peter Folgado, Purchasing Agent, RPPO, QPA  
Department of Administration  
394 Central Avenue 2<sup>nd</sup> Floor  
Jersey City, New Jersey 07307

## **SECTION 2: INTRODUCTION AND GENERAL INFORMATION**

### **2.1 Introduction and Purpose**

The City is soliciting Qualification Statements from interested persons and/or firms for the provision of Architectural Services, as more particularly described herein. Through a Request for Qualification process described herein, persons and/or firms interested in assisting the City with the provision of such services must prepare and submit a Qualification Statement in accordance with the procedure and schedule of this RFQ. The City will review Qualification Statements only from those persons and/or firms that submit a Qualification Statement which includes all the information required to be included as described herein (in the sole judgement of the City).

The City intends to qualify person(s) and/or firm(s) that (a) possesses the professional, financial and administrative capabilities to provided the proposed services, and (b) will agree to work under compensation terms and conditions determined by the City to provide the greatest benefit to the taxpayers of the City.

### **2.2 Fair and Open Process**

The selection of qualified respondents is subject to the “New Jersey Local Unit Pay-to-Play” Law, N.J.S.A. 19:44A-20.4 *et seq.* The City has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive environment to assure that each person and/or firm is provided an equal opportunity to submit a Qualification Statement in response to the RFQ. Qualification Statements will be evaluated in accordance with the criteria set forth in Section 5 of this RFQ, which will be applied in the same manner to each Qualification Statement received.

### **2.3 Evaluation Committee**

Qualification Statements will be reviewed and evaluated by designated City Personnel. The Qualification Statements will be reviewed to determine if the respondent has met the minimum professional, administrative and financial areas described in this RFQ. Based upon the totality of the information contained in the Qualification Statement, including information about the reputation and experience of each Respondent, the City will determine which Respondents are qualified (professionally, administratively and financially).

### **2.4 Addenda or Amendments to RFQ**

During the period provided for the preparation of responses to the RFQ, the City may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the City and will constitute a part of the RFQ. All responses to the RFQ shall be prepared with full consideration of the addenda issued prior the Qualification Statement submission date.

## **2.5 Rights of City**

The City reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFQ and the procurement process in accordance with the provisions of applicable law:

- To conduct investigations of any or all of the Respondents, as the City deems necessary or convenient, to clarify the information provided as part of the Qualification Statement and to request additional information to support the information included in any Qualification Statement.
- To suspend or terminate the procurement process described in this RFQ at any time (in its sole discretion.) If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to Respondents.

## **2.6 Cost of Qualification Statement Preparation**

Each Qualification Statement and all information required to be submitted pursuant to the RFQ shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the City, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in preparing and submitting a Qualification Statement or for participating in this procurement.

## **2.7 Qualifications Statement Format**

Qualifications Statements must cover all information requested in this RFQ. Qualification Statements which in the judgement of the City fail to meet the requirements of the RFQ or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

## **2.8 Communications regarding this RFQ**

All communications concerning this RFQ or the RFQ process shall be directed to the City's Director of Purchasing, in writing.

## **2.9 Other conditions applicable to RFQ**

Upon submission of a Qualification Statement in response to this RFQ, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Qualification Statement:

- This document is an RFQ and does not constitute a Request for Proposals (RFP).
- This RFQ does not commit the City to issue an RFP.

- All costs incurred by the Respondent in connection with responding to this RFQ shall be borne solely by the Respondent.
- The City may request Respondents to send representatives to the City for interviews.

## **2.10 Additional requirements**

Consultant is required to comply with requirements of P.L. 1975, c. 127, the Law Against Discrimination and with N.J.A.C. 17:27-1.1 et seq. the Affirmative Action Rules.

A party responding to this RFQ must indicate what type of business organization it is e.g., corporation, partnership, sole proprietorship, or non-profit organization. If a party is a subsidiary or direct or indirect affiliate of any other organization, it must indicate in its qualification statement the name of the related organization and the relationship. If a party responding to this RFQ is a corporation it shall list the names of those stockholders holding 10% or more of the outstanding stock. If the party responding to this RFQ is a partnership, it shall list the names of those partners whose partnership, it shall list the names of those partners whose partnership interest is 10% or more.

Section 6 of this document describes general terms and conditions. Section 7 of this document contains required administrative forms which must accompany all qualification statements. Exclusion of any required form is grounds for rejection of qualification statements.

## **2.11 Disposition of RFQ**

Upon submission of a Qualification Statement in response to this RFQ, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Qualification Statement:

- All Qualification Statements shall become the property of the City and will not be returned.
- All Qualification Statements will become public information at the appropriate time, as determined by the City (in its exercise of its sole discretion) in accordance with law.

## **2.12 Interpretation of RFQ**

All questions regarding the RFQ should be directed to the City's Purchasing Agent, Peter Folgado, RPPO, QPA (201) 547-5156 between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday.

## **SECTION 3: SCOPE OF SERVICES**

### **3.1 Introduction**

The City maintains approximately 55 separate buildings housing various municipal offices and agencies. This includes City Hall, the Public Works Complex, Public Safety Communications Center, Police Headquarters, and 5 precincts, Fire Headquarters and 17 fire stations, and various other structures. Design, renovation, and construction of these facilities is under the authority of the Division of Architecture, Engineering, and Traffic and Transportation, which functions either as an in-house design group for certain projects, or as a City representative/project manager for projects that are outsourced to other design professionals. It is anticipated that the City will continue to improve many facilities in the upcoming years, which includes a significant number of building projects. Some of the highlights are likely to include:

- Design and construction or renovation of 1 new police precinct, replacing older structures.
- Design and construction or renovation of 1 new firehouse, replacing older structures.
- Major renovation of older firehouses.
- Design and construction of new park and renovation of several existing parks.
- Continuing renovation projects for other municipal structures.

### **3.2 Scope of Professional Design Disciplines**

It is the intent of the City to solicit Qualifications Statements from Respondents that have expertise in the provision of professional design services as described below as set forth in the attached Notice of Solicitation for Responses. Respondents must demonstrate that they have the capabilities to perform these design services. Respondents will be requested to provide architectural services in disciplines including (but not limited to):

- Architectural/Landscape Architectural/Historic Preservation
- Structural
- Mechanical/Electrical/Plumbing/Life Safety
- Site/Civil/Environmental
- Telecommunications/Voice/Data/Acoustics

The actual disciplines required may vary from project-to-project. Respondents are asked to submit sufficient data to demonstrate a proven and successful record of collaboration with design sub-consultants within these disciplines. Respondents are not, however, restricted to use only those sub-consultants named if awarded a particular project. Respondents may list more than one sub-consultant within any particular discipline, and may also submit a list of other design sub-consultants with whom they have collaborated with successfully within the last five (5) years.

### **3.3 Scope of Professional Services Phases**

The scope of services and work product to be provided will also vary from project-to-project. At minimum, Respondents should be able to demonstrate their ability to provide services including (but not limited to) the following as summarized:



- **Construction Observation/Administration/Shop Drawing Review:** Services include attendance at Pre-Construction Meeting, and attendance at bi-weekly Progress Meetings, meeting minutes (if requested for a particular project), periodic site visits at key stages of construction, and/or prior to work being covered, review and authorization of shop drawings, samples, schedules, laboratory results, change order requests, and requisitions for payment. Consultants shall also maintain logs for submittals, RFI's and Contract Documents when requested, prepare change orders if requested, and prepare monthly observation reports identifying aspects observed, analysis of work and schedules, and projections of when work will be completed.
- **Programming:** Services include participation in any pre-design meetings with potential users, meetings with key City personnel or users to determine space needs, and preparation of a program for space utilization, or validation of conclusion reached by the City. This phase may also include specialized engineering evaluations depending upon the scope and complexity of the project.
- **Schematic Design:** Services include site visits, field measurements, preparation of Schematic Plans, Elevations, and Sections showing key architectural and engineering features, and/or key relationships between features. Work will also include Outline Specifications, preliminary Cost Estimates, Environmental Assessments, Investigations, and preliminary Construction Schedules/Project Time lines.
- **Design Development:** Advance of design sufficiently to establish utility loads and/or confirmation of utility availability. This will also include additional site visits, recommendations for further analysis and testing, Environmental Remediation Plan, revisions of Schematic Designs, including Cost Estimates, Construction Schedules, and formal presentations to the Administration.
- **Construction Documents/Specifications:** Preparation of Construction (Bid) Documents, and coordination of the work of all sub-consultants, as well as final Cost Estimates and Construction Schedules. The City shall provide standard General Conditions and Bid Proposal Forms for the Consultant's review and comment. The Consultants shall provide the City with reproducible copies, as well as electronic copies of all Construction Documents. Actual copies for bidding will be decided on a project-to project basis, as will all other reimbursable costs. Consultants shall also assist the City in the preparation of applications to obtain all permits that may be necessary for construction of the proposed improvements. As may be required, submit inspection reports, contract specifications, Environmental L.S.R.P. oversight and plans to governing agencies. Incorporate any comments as may be required to obtain necessary permits.
- **Bid Analysis & Review:** Services include assisting the City during bidding and negotiation, responding to bidder questions (through the City), and assisting in addenda preparation if needed. All bids received shall be reviewed by the Consultant for completeness, past performance evaluation, and other qualifications. Provide a summary of findings, and make recommendations for award.



**Project Close-out:** Services include participation in Pre-Final and Final Inspections to ensure work has been completed in substantial conformance with the Contract Documents, and that all equipment is in operating order. Prepare punch lists, and collaborate with the City to confirm that all punch list items have been completed. When the project meets the requirements of applicable codes, and is capable of being used for its intended purpose, the Consultant will issue a Certificate of Substantial completion, with appropriate documentation, to the City for its approval. The Consultant shall also review all Close-out documents (As-built drawings, operating manuals, warranties, etc.), and forward to the City for its records.

**Post Occupancy Review:** If requested; services include conducting a review at the eleventh (or twenty-third) month of occupancy, submission of a report on findings, and upon completion of any warranty-related work, provide re-inspection and a final report.

### **3.4 LEED Certification**

In accordance with the City's Sustainable Design Initiative, Respondents are required to submit credentials signifying their status as a LEED Certified Consultant. The City is fully committed to the design of all new facilities as LEED Certified buildings. This endeavor also extends to certain renovation projects when applicable, or when point accumulations are such that these existing buildings may qualify for LEED Certification. At minimum, all Respondents should assume the need to employ sustainable design practices whenever and wherever possible.

### **3.5 Division of Architecture Technical Support/Staff Augmentation**

As stated earlier, the Division of Architecture, Engineering and Traffic and Transportation does operate as an in-house design group on various projects. In addition to the Chief Landscape Architect, the Division maintains a staff of architects, landscape architects, project managers, construction inspectors, and other support staff. In order to meet its schedule of objectives, the Chief Landscape Architect may (by pre-arrangement) request technical support from pre-qualified consultants on in-house projects in the form of computer-aided drafting (CAD), professional engineering services (including but not limited to: calculations, consultation, civil/mechanical design work) construction documents coordination with owner-retained consults, and construction document preparation. This support/staff augmentation will be compensated with by an hourly or lump sum agreement, subject to review by any pre-qualified consultant selected. Respondents are asked to illustrate how they may be able to assist the Division in this regard.

## SECTION 4: SUBMISSION REQUIREMENTS

### 4.1 General Requirements

The Qualification Statement submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications set forth in this RFQ and shall incorporate the information requested below. To facilitate a timely and comprehensive evaluation of all submitted Qualification Statements, it is essential that all respondents adhere to the required standard sectional format. The City requires a standard format for all Qualification Statements submitted to ensure that clear, concise and complete statements are available from each in response to requirements. The required format is detailed below. The City is not under any obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted response. Where a Qualification Statement contains conflicting information, the City at its option may either request clarification or may consider the information unresponsive. In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its Qualification Statement. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

### 4.2 Administrative & Professional Information Requirements

The Respondent shall, as part of its Qualification Statement, provide the following information in a **standard sectional format** as illustrated below:

- **Contact Information:** Name, address, telephone/fax numbers, and e-mail address or website of the Respondent submitting a Qualification Statement pursuant to this RFQ.
- **Executive Summary:** This should be used to briefly summarize all of the information contained in all the other parts of the Qualification Statement, similar in function to a cover letter, it is an opportunity to emphasize highlights, and illustrate why you think your firm is best suited to our requirements. Maximum length: One (1) page.
- **Firm Background:** This should include the number of years the Respondent has been in business under the present name, and/or the number of years you have been under current management. Briefly outline the history of your firm, and how your experience is analogous to the requirements of the City. Maximum length: Two (2) pages.

**Key Personnel & Resumes:** A list of key personnel who will be assigned to provide services to the City, with brief (1 or 2 paragraph) descriptions of the roles they will assume. Include resumes of each individual. Also include photocopies of NJ Professional Licenses or firm principals. Suggested maximum length: One (1) page resume per individual.

**Relevant Public Client Experience:** Respondents shall demonstrate a proven record of professional services to municipalities and/or other public sector entities of similar size and complexity to Jersey City. Provide a brief description of Respondent's relevant clients including municipal government clients during the last five (5) years. Contact information for the recipients of the similar services must be provided. The City may obtain references from any of the parties listed.

**Relevant Project Experience:** Respondent shall submit a description of its overall experience in providing the type of services sought in the RFQ. At a minimum, the following information on past experience should be included as appropriate to the RFQ:

- Description and scope of work of at least three (3), but no more than seven (7) relevant municipal projects designed by Respondent.
- Name, address and contact information of references.
- Explanation of your perceived relevance of this experience to the RFQ.

**Other References & Experience:** Provide a list of all other engagements where services of the types being proposed were provided in the past five (5) years. This may include private and other municipal, county, state, or federal levels of government. Contact information for the recipients of the similar services must be provided for those you list. The City may obtain references from any of the parties listed.

**City Employee Disclosure Statement:** Provide a list of all immediate relatives of Principal(s) of Respondent who are City employees or elected officials of the City. For purposes of the above, “immediate relative” means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild and in-laws. If none, then provide a brief statement indicating same.

**Judgements:** List any judgements within the last three (3) years in which Respondent has been adjudicated liable for professional liability. If none, provide a brief statement indicating same.

#### **4.3 Submission of Qualification Statements & Deadline**

To be responsive, Qualification Statements must provide all requested information, and must be in strict conformance with the instructions set forth herein. Qualification Statements and all related information must be bound, and signed and acknowledged by the Respondent.

#### **4.4 Number of copies**

Respondents must provide one signed original and at least four (4) copies of their Qualification Statement.

#### **4.5 Qualification Statement media**

Respondents may alternately submit one signed original and 1 softcopy version (PDF preferred) on CD, in lieu of the hard copies requested. Please note that the City will not be responsible for CDs or softcopy files which cannot be opened, and that this may be grounds for rejection.

#### **4.6 Qualification Statement length**

The exact presentation of layout format of Qualification Statements, not including the required enclosures (See Section 7) is up to the discretion of the Vendor, however a maximum length of 25 pages is strongly suggested.

#### **4.9 Submission deadline**

Qualification Statements must be received by the City no later than 4:00 p.m. prevailing time on the due date requested in the heading above, and must be mailed or hand-delivered. Qualification Statements forwarded by fax or e-mail will not be accepted.

### **SECTION 5: EVALUATION**

The City's objective in soliciting Qualification Statements is to enable it to select Respondents that will provide high quality and cost effective services to the citizens of Jersey City. The City will consider Qualification Statements only from Respondents that, in the City's sole judgement, have demonstrated the capability and willingness to provide high quality services to the citizens of the City in the manner described in this RFQ.

#### **5.1 Evaluation criteria**

Qualification Statements will be evaluated by the City on a basis of which is the most advantageous, price and other factors considered. The evaluation will consider:

1. Experience and reputation in the field; and
2. Knowledge of NJ municipal operations; and
3. Availability to accommodate the technical requirements of the City; and
4. Other factors demonstrated to be in the best interest of the City.

#### **5.2 Selection of qualified vendor(s)**

Each Qualification Statement must satisfy the objectives and requirements detailed in this RFQ. The City will select the most advantageous Qualification Statements based on all of the evaluation factors set forth in this RFQ. Successful Respondents shall be determined by an evaluation of the total content of the Qualification Statement submitted. The City reserves the right to:

1. Not select any or all of the Qualification Statements;
2. Award a contract for the requested services at any time within the qualification period. Every Qualification Statement should be valid through this time period.

The City shall not be obligated to explain the results of the evaluation process to any Respondent.

## **SECTION 6: GENERAL TERMS AND CONDITIONS**

The following general terms and conditions may or may not be explained elsewhere in this RFQ.

### **6.1 City's right to reject**

The City reserves the right to reject any or all Qualification Statements, if necessary, or to waive any informalities in the Qualifications Statements, and, unless otherwise specified by the Respondent, to accept any item, items or services in the Qualifications Statement should it be deemed in the best interest of the City.

### **6.2 Original/Authorized signatures**

Each Qualifications Statement and all required forms must be signed in ink by a person authorized to do so.

### **6.3 Delivery of Qualification Statements**

Qualification Statements may be hand delivered or mailed consistent with the provisions of the legal notice to Respondents. In the case of mailed Qualification Statements, the City assumes no responsibility for Qualification Statements received after the designated date and time and will return late Qualification Statements unopened. Qualification Statements will not be accepted by facsimile or e-mail.

### **6.4 Equal Employment Opportunity and Affirmative Action requirements**

Consultants are required to comply with the provisions of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq. No firm may be issued a contract unless it complies with these affirmative action provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language for Goods, Professional Service and General Service Contracts, Exhibit A summarized the full required regulatory text.

Goods and Services (including professional services) consultants/contractors shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

The consultant's attention is also called to Section 7 of this document which contains the required information and forms. For information and AA/EEO requirements and forms, please contact:

Jeana F. Abuan, Affirmative Action Officer, Public Agency Compliance Officer, Department of Administration, Office of Equal Opportunity/Affirmative Action 280 Grove Street Room 103, Jersey City, NJ 07302 Tel #201-547-4533 Fax #201-547-5088 E-mail Address: [abuanJ@icnj.org](mailto:abuanJ@icnj.org)

## **6.5 Business Registration Certificate**

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business administration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for or entering into contract with local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.). Consultants are required to comply with the requirements of P.L. 2004, c. 57 (Chapter 57) which include submitting a copy of their Business Registration Certificate (BRC), issued by the NJ Department of the Treasury. For more information on obtaining a BRC, see Section 7.

## **6.6 Clarification of RFQ**

Should any difference arise as to the meaning or intent of these instructions, the City's Business Administrator's decision shall be final and conclusive.

## **6.7 Insurance requirements**

The Consultant shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General and Automobile Liability, and shall be subject to approval for adequacy of protection. Certificates of such insurance shall be provided the City when required. Insurance requirements are as follows (amounts may be lowered on some limited scope projects):

- Comprehensive General Liability in the amount of \$2,000,000.
- Workers Compensation in the statutory amount of \$100,000.
- Automobile Liability in the amount of \$1,000,000.
- Professional Liability in the amount of \$1,000,000.

## **6.9 Termination**

If the City enters into a Professional Services Agreement with a Respondent, it will include the following termination provision: Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved either party may terminate the contract by providing 30 days written notice to the other party. Notwithstanding the foregoing, the City reserves the right to cancel the contract at its convenience by providing 30 days written notice to the consultant.

## **6.9 City of Jersey City "Pay to Play" Ordinance**

On September 3, 2008, the City Council adopted Ordinance 08-128 which places stricter requirements on the issuance of "fair and open" contracts than does the State "Pay-to-Play" law. Specifically, it prohibits political contributions in excess of certain thresholds in the one year preceding the contract award and during the life of the contract awarded pursuant to a "fair and open" process and requires Respondent(s) to complete a certification of compliance. A copy of the ordinance and the certification are included in this document.

## SECTION 7: REQUIRED ADMINISTRATIVE FORMS

Please place the checklist and the required forms which follow at the front of your Qualifications Statement to facility the City's review.

CITY OF JERSEY CITY:

  

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RESPONDENT: \_\_\_\_\_

RESPONDENT'S CHECKLIST Item	Respondent Initials	Administration Review
A. Letter of Qualification		
B. Non-Collusion Affidavit properly notarized		
C. Public Disclosure Statement		
D. Mandatory Affirmative Action Language		
E. Americans with Disabilities Act		
F. MWBE Questionnaire		
G. Affirmative Action Documents		
H. Employee Information Report		
I. Business Registration Certificate		
J. Letter of Intent		
K. Original Signature(s) on all required forms		
L. Certification of Compliance with City's Pay to Play Ordinance 08-128 Vendor Affirmation and Signature		



## LETTER OF QUALIFICATION

**Note: To be typed on Respondent's Letterhead.  
No Modifications may be made to this letter.**

[insert date]

**Peter Folgado, Purchasing Agent, RPPO, QPA  
Division of Purchasing  
394 Central Avenue , 2<sup>nd</sup> Floor  
Jersey City, N.J. 07307**

Dear Mr. Folgado: The undersigned have reviewed the Qualification Statement submitted in response to the Request for Qualifications (RFQ) issued by the City of Jersey City (City), dated [insert date], in connection with the City's need for [services].

We affirm that the contents of our Qualification Statement (which Qualification Statement is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of (**Name of Respondent**).

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

\_\_\_\_\_  
(Signature of Chief Executive Officer)

\_\_\_\_\_  
(Signature of Chief Financial Officer)

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Typed Name of Firm)\*

\_\_\_\_\_  
(Typed Name of Firm)\*

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Dated

**NON COLLUSION AFFIDAVIT**

**STATE OF NEW JERSEY**

**CITY OF JERSEY CITY ss:**

I certify that I am \_\_\_\_\_ of the

firm of \_\_\_\_\_

the vendor submitted the Qualification Statement for the above named project, and that I executed the said Qualification Statement with full authority so to do; that said Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Qualification Statement and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said Qualification Statement and in the statements contained in said Qualification Statement and in the statements contained in this affidavit in awarding the contract to the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52:34-25).

(Signature of Respondent) \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY

\_\_\_\_\_ OF 20 \_\_\_\_\_

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF MY

COMMISSION EXPIRES: 20

**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS QUALIFICATION STATEMENT).**

## **PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

### **STOCKHOLDERS:**

<b>Name</b>	<b>Address</b>	<b>% owned</b>

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**SUBSCRIBED AND SWORN BEFORE ME THIS DAY**

\_\_\_\_\_ OF 20 \_\_\_\_\_

**(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)**

**NOTARY PUBLIC OF MY  
COMMISSION EXPIRES: 20**

**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS QUALIFICATION STATEMENT).**

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

**EXHIBIT A (Continuation)**

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCUA, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:**

**EXHIBIT A  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)**

**The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.**

**Representative's Name/Title (Print):**\_\_\_\_\_

**Representative's Signature:**\_\_\_\_\_

**Name of Company:**\_\_\_\_\_

**Tel. No.:**\_\_\_\_\_ **Date:**\_\_\_\_\_

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph. It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability (continued)**

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print):\_\_\_\_\_

Representative's Signature:\_\_\_\_\_

Name of Company:\_\_\_\_\_

Tel. No.:\_\_\_\_\_ Date:\_\_\_\_\_.



**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**  
**Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises. To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your qualification statement.

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Please check applicable category : \_\_\_\_\_ Minority Owned \_\_\_\_\_ Minority & Woman Owned  
\_\_\_\_\_ Woman Owned \_\_\_\_\_ Neither

**Definition of Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**IMPORTANT:**

Read the following instructions carefully before completing the form. Print or type all information. Failure to properly complete the entire form may delay issuance of your certificate.

**If you have a current certificate of employee information report, do not complete this form. Send copy of current certificate to the public agency. Do not complete this form for construction contract awards.**

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

**ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

**ITEM 8** - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

**ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

**ITEM 11** - Enter the appropriate figures on all lines and in all columns.

**THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT.**

DO NOT attach an EEO-1 Report.

**Racial/Ethnic Groups will be defined:**

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

**TYPE OR PRINT IN SHARP BALL POINT PEN**

The vendor is to complete the employee information report form (AA302) and retain copy for the vendor's own files. The vendor is to submit a copy to the public agency awarding the contract and forward a copy to:

**NJ Department of the Treasury Division of Contract Compliance & Equal Employment Opportunity**  
**P.O. Box 209 Trenton, New Jersey 08625-0209**  
**Telephone No. (609) 292-5475**

Form: [http://nj.gov/treasury/contract\\_compliance/pdf/aa302.pdf](http://nj.gov/treasury/contract_compliance/pdf/aa302.pdf) Instructions:  
[http://nj.gov/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://nj.gov/treasury/contract_compliance/pdf/aa302ins.pdf)

Note that the sample form shown on the following page is for illustrative purposes only and should not be submitted. Use the state website links above to obtain the actual form.

If you have any questions on AA/EEO forms and/or requirements, please contact:

Jeana F. Abuan, Affirmative Action Officer, Public Agency Compliance Officer Department of Administration, Office of Equal Opportunity/Affirmative Action 280 Grove Street Room-103 Jersey City NJ 07302

Tel. #201-547- 4533 Fax# 201-547-5088 E-mail Address: [abuanJ@jcnj.org](mailto:abuanJ@jcnj.org)

**STATE OF NEW JERSEY**  
Division of Contract Compliance & Equal Employment Opportunity

**EMPLOYEE INFORMATION REPORT**

For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ns.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ns.pdf)

**SECTION A - COMPANY IDENTIFICATION**

1. FID NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1 MFG <input type="checkbox"/> 2 SERVICE <input type="checkbox"/> 3 WHOLESALE <input type="checkbox"/> 4 RETAIL <input type="checkbox"/> 5 OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE IS THE COMPANY <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
CITY COUNTY STATE ZIP CODE		

Official Use Only	DATE RECEIVED	IN AUG. DATE	ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL 1	COL 2	COL 3	***** MALE *****					***** FEMALE *****				
	TOTAL (Cols 2 & 3)	MALE	FEMALE	BLACK	HISPANIC	INDIAN	ASIAN	NON MIN	BLACK	HISPANIC	INDIAN	ASIAN	NON MIN
Officials/Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment from previous Report (if any)													
Temporary & Part-Time Employees													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED <input type="checkbox"/> 1 Visual Survey <input type="checkbox"/> 2 Employment Record <input type="checkbox"/> 3 Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1 YES <input type="checkbox"/> 2 NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO DAY YEAR
13. DATES OF PAYROLL PERIOD USED From To		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS (NO. & STREET)	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO. EXTENSION)

## BUSINESS REGISTRATION LANGUAGE AND SAMPLE BRC

Refer to <http://www.state.nj.us/treasury/revenue/busregcert.htm>)

- **2004, c. 57 (N.J.S.A. 52:32-44) MANDATORY BUSINESS REGISTRATION LANGUAGE Non Construction Contracts**
- 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of

N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

### "New Jersey Business Registration Requirements"

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

**For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.**

A business organization that fails to provide a copy of a business registration as required pursuant to section of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency."

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT  
TAXPAYER IDENTIFICATION#: 970-097-362/500  
ADDRESS: 847 ROEBLING AVE  
TRENTON, NJ 08611  
EFFECTIVE DATE: 07/16/04  
ISSUANCE DATE: 07/16/04

TRADE NAME: CLIENT REGISTRATION  
SEQUENCE NUMBER: 010710

Signature: J. P. & Tully

FOR OFFICE USE ONLY: 20041014112823533

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT  
Trade Name: CLIENT REGISTRATION  
Address: 847 ROEBLING AVE  
TRENTON, NJ 08611  
Certificate Number: 1093907  
Date of Issuance: October 14, 2004

For Office Use Only:  
20041014112823533

## LETTER OF INTENT

**(Note: To be typed on Respondent's Letterhead. No Modifications may be made to this letter).**

[insert date]

Attn: Peter Folgado, Purchasing Agent, RPPO, QPA  
Jersey City Department of Administration  
Division of Purchasing  
394 Central Avenue, 2<sup>nd</sup> Floor  
Jersey City, New Jersey 07307

Dear Mr. Folgado:

The undersigned as Respondent, has (have) submitted the attached Qualification Statement in response to a Request for Qualifications (RFQ), issued by the City of Jersey City (City), dated [insert date], in connection with the City's need for [services].

### **Name of Respondent** HEREBY STATES

1. The Qualification Statement contains accurate, factual and complete information.
2. **(Name of Respondent)** agrees (agree) to participate in good faith in the procurement process as described in the RFQ and to adhere to the City's procurement schedule.
3. **(Name of Respondent)** acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Qualification Statement and any Qualifications Statement prepared and submitted in response to the RFQ, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. **(Name of Respondent)** hereby declares (declare) that the only persons participating in this Qualification Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Qualification Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City.
5. **(Name of Respondent)** declares that this Qualification Statement is made without connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
6. **(Name of Respondent)** acknowledges and agrees that the City may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the City shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFQ.



7. **(Name of Respondent)** acknowledges that any contract executed with respect to the provision of [insert services] must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

\_\_\_\_\_  
(Signature of Chief Executive Officer)

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Typed Name of Firm)\*

\_\_\_\_\_  
Dated

\*If joint venture, partnership or other formal organization is submitting a qualification statement, each participant shall execute this Letter of Intent.

**CITY OF JERSEY CITY  
ADDENDUM ACKNOWLEDGMENT FORM  
REQUEST FOR QUALIFICATIONS**

The undersigned acknowledges receipt of the following addenda to the Request For Qualifications:

**THE COMPLETED ACKNOWLEDGMENT OF ADDENDA FORM  
SHOULD BE RETURNED WITH PROPOSAL PACKAGE: NOT TO BE  
SENT SEPARATELY**

NOTE: Failure to acknowledge receipt of all addenda will cause the bid to be considered non-responsive. Acknowledged receipt of each addendum must be clearly established and included with the proposal pursuant to N.J.S.A. 40A:11-23.2 (e).

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Name of Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that \_\_\_\_\_ (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract \_\_\_\_\_ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: \_\_\_\_\_

Signed \_\_\_\_\_ Title: \_\_\_\_\_

Print Name \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn before me  
this \_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_. \_\_\_\_\_ (Affiant)

My Commission expires: \_\_\_\_\_  
(Print name & title of affiant) (Corporate Seal)

**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

City Clerk File No. Ord. 08-128

Agenda No. INITIATIVE PETITION 1st Reading

Agenda No. 4.A. 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE **08-128**

**TITLE:**

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

The Municipal Council of the City of Jersey City does hereby ordain:

WHEREAS, large political contributions from those seeking or performing contracts with a municipality raise reasonable concerns on the part of taxpayers and residents as to their trust in government and its business practices; and

WHEREAS, pursuant to N.J.S.A. 40:48-2, a municipality is authorized to adopt such ordinances, regulations, rules and by-laws as necessary and proper for good government, as well as the public health, safety and welfare; and

WHEREAS, pursuant to P.L.2005, c.271 (codified at N.J.S.A. 40A:11-51) a municipality is authorized to adopt by ordinance, measures limiting the awarding of public contracts to business entities that have made political contributions, and limiting the contributions that the recipient of such a contract can make during the term of a contract; and

WHEREAS, in the interest of good government, the people and the government of the City of Jersey City desire to establish a policy that will avoid the perception of improper influence in public contracting and local elections;

NOW, THEREFORE, BE IT RESOLVED, it shall be the policy of the City of Jersey City to create such a regulation which states that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City; and

BE IT ORDAINED by the City of Jersey City, in the County of Hudson, and State of New Jersey, as follows:

### DEFINITIONS

As used in this ordinance:

- (a) "Campaign Committee" means (i) every candidate for City of Jersey City elective municipal office; (ii) every candidate committee established by or for the benefit of a candidate for City of Jersey City elective municipal office; (iii) every joint candidate committee established in whole or in part by or for the benefit of a candidate for City of Jersey City elective municipal office; (iv) every political party committee of the City of Jersey City; (v) every political party committee of the County of Hudson; and (vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates for the City of Jersey City municipal or Hudson county elective offices or City of Jersey City municipal or Hudson county political parties or political party committees. The terms in the foregoing paragraph have the meaning prescribed in N.J.A.C. 19:25-1.7,

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

- (b) "Contribution" has the meaning prescribed in N.J.A.C. 19:25-1.7. By way of illustration, and not limitation, this definition includes pledges, loans, and in-kind contributions.
- (c) A "contract for professional or extraordinary services" means all contracts for "professional services" and "extraordinary unspecifiable services" as such term is used in N.J.S.A. 40A:11-5
- (d) For purposes of this Ordinance, a "Business Entity" whose contributions are regulated by this ordinance means: (i) an individual including the individual's spouse, and any child/children; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (iii) any person who owns 10% or more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such an entity, in the aggregate, and their spouses and child/children; (v) any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or indefeasibly acquired the right to receive, from a person described in subparagraph (i) above, more than \$100,000.00 in compensation or income of any kind (including, by way of illustration, and not limitation: wages, salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award of, or during the term of, a contract subject to this ordinance; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) above, as such term is used in 11 U.S.C. 101(2).

#### SECTION 1 - PROHIBITION ON AWARDING PUBLIC CONTRACTS TO CERTAIN CONTRIBUTORS

- (e) To the extent that it is not inconsistent with state or federal law, the City of Jersey City and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement or otherwise contract to procure "professional services" as such term is defined at N.J.S.A. 40A:11-2(6) and used at N.J.S.A. 40A:11-5(1)(a)(i) and/or banking, insurance or other consulting service (hereinafter "Professional Services"), nor "extraordinary unspecified services" as such term is defined at N.J.S.A. 40A:11-2(7) and used at N.J.S.A. 40A:11-5(1)(a)(ii) and/or media, public relations, lobbying, parking garage management or other consulting and/or management service (hereinafter "Extraordinary Unspecified Services") from any Business Entity if such Business Entity has solicited or made any Contribution to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) to any continuing political committee or political action committee that regularly engages in the support of Jersey City municipal or Hudson County elections and/or Jersey City municipal or Hudson County candidates, candidate committees, joint candidate committees, political committees, political parties, political party committees, (hereinafter "PAC"), in excess of the thresholds specified in subsection (c) within one calendar year immediately preceding the date of the contract or agreement.
- (f) No Business Entity who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the City of Jersey City or any of its departments or instrumentalities, for the rendition of Professional Services or Extraordinary Unspecified Services shall knowingly solicit or make any Contribution, to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) any PAC between the time of first communication between that Business Entity and the municipality regarding a specific agreement for Professional Services or Extraordinary Unspecified Services, and the later of the termination of negotiations or rejection of any proposal, or the completion of the performance or specified time period of that contract or agreement.
- (g) The monetary thresholds of this Ordinance are: (i) a maximum of \$300 per calendar year each for any purpose to any candidate or candidate committee for mayor or governing body, or \$500 per calendar year to any joint candidates committee for mayor or governing body, or \$300 per calendar year to a political committee or political party committee of the City of Jersey City; (ii) \$500 maximum per calendar year to a Hudson County political committee or political party committee; and (iii) \$500 maximum per calendar year to any PAC. However, for each Business Entity party to a contract for Professional or Extraordinary Unspecified Services as defined in subparagraph (a), or engaged in negotiations for a contract defined in subparagraph (a), when such Business Entity's Contribution is aggregated with all "persons" defined in subparagraph (d)

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

of "Definitions" above, by virtue of their affiliation to that Business Entity party, a maximum of \$2,500 to all City of Jersey City candidates, candidate committees, joint candidate committees, and holders of public office having ultimate responsibility for the award of a contract, all City of Jersey City or Hudson County political committees and political party committees as described herein combined, without violating subsection (a) of this section.

- (h) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be (i) the City of Jersey City Mayor or Governing body, if the contract requires approval or appropriation from the Mayor or Governing body, or (ii) the Mayor of the City of Jersey City, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.
- (i) Rules regarding subcontractors. No person may be awarded a subcontract to perform under a contract subject to this Ordinance, if the subcontractor would be disqualified by paragraph (a) from receiving the contract at the time that the subcontract is awarded. Nor may any person who would be disqualified by paragraph (a) from receiving the contract perform substantially all of obligations described in a contract for professional or extraordinary services that is subject to this ordinance.

#### **SECTION 2 - CONTRIBUTIONS MADE PRIOR TO THE EFFECTIVE DATE**

No Contribution or solicitation of contributions made prior to the effective date of this Ordinance shall be deemed to give rise to a violation of this Ordinance.

#### **SECTION 3 - CONTRACT RENEWAL**

No contract subject to this ordinance may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowable under the provisions of this ordinance if it were an initial contract.

#### **SECTION 4 - CONTRIBUTION STATEMENT BY BUSINESS ENTITY**

- (j) Prior to awarding any contract or agreement to procure Professional Services" or Extraordinary Unspecified Services" from any Business Entity, the City of Jersey City or its purchasing agents and departments, as the case may be, shall receive a sworn statement from said Business Entity which is the intended recipient of said contract that he/she/it has not made a Contribution in violation of Section 1 of this Ordinance. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the City Council that the aforementioned sworn statement has been received and that the Business Entity is not in violation of this ordinance, prior to awarding the contract or agreement.
- (k) A Business Entity shall have a continuing duty to report to the City of Jersey City any Contributions that constitute a violation of this act that are made during the negotiation, proposal process or the duration of a contract. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the governing body within ten (10) business days after receipt of said report from the Business Entity, or at the next City Council meeting following receipt of said report from the Business Entity, or whichever comes first.
- (l) The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Jersey City, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

#### **SECTION 5 - RETURN OF EXCESS CONTRIBUTIONS**

A Business Entity that is a party to a contract for Professional Services or Extraordinary Unspecified Services may cure a violation of Section 1 of this Ordinance, if, within 30 days after the date on which the applicable ELEC report is published, said Business Entity notifies the municipality in writing and seeks and receives reimbursement of the Contribution from the recipient of such Contribution.

#### **SECTION 6 - EXEMPTIONS**

The contribution limitations prior to entering into a contract in Section 1(a) do not apply to contracts which (i) are awarded to the lowest responsible bidder after public advertising for bids and bidding therefor within the meaning of N.J.S.A. 40A:11-4, or (ii) are awarded in the case of emergency under N.J.S.A. 40A:11-6. There is no exemption for contracts awarded pursuant to a "Fair and Open Process" under N.J.S.A. 19:44A-20 *et seq.*

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

## SECTION 7 - PENALTY

- (m) It shall be a material breach of the terms of a City of Jersey City agreement or contract for Professional Services or Extraordinary Unspecified Services when a Business Entity that is a party to such agreement or contract has: (i) made or solicited a Contribution in violation of this Ordinance; (ii) knowingly concealed or misrepresented a Contribution given or received; (iii) made or solicited Contributions through intermediaries for the purpose of concealing or misrepresenting the source of the Contribution; (iv) made or solicited any Contribution on the condition or with the agreement that it will be re-contributed to a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or any Jersey City or Hudson County political committee or political party committee, or any PAC; (v) engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any Contribution, which if made or solicited by the professional Business Entity itself, would subject that entity to the restrictions of this Ordinance; (vi) funded contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engaged in any exchange of Contributions to circumvent the intent of this Ordinance; or (viii) directly or indirectly, through or by any other person or means, done any act which if done directly would subject that entity to the restrictions of this Ordinance.
- (n) Furthermore, any Business Entity that violates Section 7 (a) (i-viii) shall be disqualified from eligibility for future City of Jersey City contracts for a period of four (4) calendar years from the date of the violation.
- (o) Any person who knowingly, purposely, or recklessly violates any provision of this ordinance, or who conspires with another person to violate any provision of this ordinance, or who, with the purpose of promoting or facilitating a violation of this ordinance, solicits another person to commit it, or aids or agrees, or attempts to aid another person in planning or committing it, shall be subject to punishment including fines and/or imprisonment as fixed by law for violations of the ordinances of the City of Jersey City.

## SECTION 8 - CITIZENS PRIVATE RIGHT OF ACTION

In addition to any rights that were heretofore available, or which may hereafter be available, to citizens, taxpayers, or associations, to challenge violations of this ordinance, every person aggrieved by a violation of the ordinance, or any taxpayer or resident of the City of Jersey City has the right, consistent with the Rules of Court, to file charges in a court of competent jurisdiction, and/or to pursue a civil action for a violation of this ordinance in a court of competent jurisdiction, and to seek and obtain declaratory, injunctive, or other legal or equitable relief, including but not limited to, attorneys fees and costs, arising from or related to a violation of this ordinance.

## SECTION 9 - SEVERABILITY

If any provision of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby, and to this extent the provisions of this Ordinance are severable. The drafters of this Ordinance, the persons signing the petition in support of this Ordinance, and the persons who cast votes in favor of the Ordinance, declare that they would have supported the Ordinance and each section, subsection, sentence, clause, phrase, or provision or application thereof, irrespective of the fact that any one or more other sections, subsections, sentences, clauses, phrases, or provisions or applications thereof may be held invalid.

COMMITTEE OF PETITIONERS pursuant to N.J.S.A. 40:69A-186

James Carroll, 44 Terrace, Jersey City, New Jersey 07307  
Steven Fulop, 76 Essex Street, Jersey City, N.J. 07302  
Daniel Levin, 228 ½ Third Street, Jersey City, NJ 07302  
Aaron Morrill, 209 Washington Street, Jersey City, N.J. 07302  
Shelly Skinner, 286 Pavonia, Jersey City, N.J. 07302

## SECTION 10 - REPEALER

All ordinances or parts of ordinances which are inconsistent with any provisions of this Ordinance are hereby repealed as to the extent of such inconsistencies.



An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

**SECTION 11 - INDEXING**

The monetary thresholds of "Definitions" Section (d) and Section 1(c) of this ordinance shall be increased effective March 1 of each calendar year by the percentage increase, in the prior calendar year, of the consumer price index for all urban consumers (CPI-U) for the New York-Northern New Jersey-Long Island region, rounded to the nearest \$10.00. The Clerk of the City of Jersey City shall, by no later than April 1 of each calendar year, prepare and publish the revised thresholds on the official municipal website and in an official municipal newspaper.

**SECTION 12 - EFFECTIVE DATE**

This Ordinance shall become effective twenty (20) days following the final adoption thereof by the Municipal Council of the City of Jersey City and shall be published as required by law.

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐

# Ordinance of the City of Jersey City, N.J.

ORDINANCE NO. 4.A. Ord. 08-128

TITLE:

An ordinance establishing a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (Contractor Pay- to- Play Reform Ordinance)



INITIATED BY PETITION CERTIFIED AUGUST 20, 2008

RECORD OF COUNCIL VOTE ON INTRODUCTION											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote  
JAMES F. WADDLETON  
BRET SCHUNDLER  
STEVE DAVISON  
TOM WILEN  
AARON MORRILL  
RAYLIE VUNKEL  
TOM GIOBBONS  
SHELLEY SKINNER  
JAMES CARROLL  
SEBASTIAN BERNHEIM  
HEATHER TAYLOR  
DANIEL LEVIN  
N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote  
DAN FALCON  
ANTHONY MORELLI  
ANDREW HUBSCH  
MAHALEY DOWLES  
YVONNE BALZER  
SEP 03 2008 9-0  
N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote  
N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote  
N.V.-Not Voting (Abstain)

Initiated by Petition Certified August 20, 2008

Adopted on second and final reading after hearing on

SEP 03 2008

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on SEP 03 2008

Robert Byrne, City Clerk

APPROVED:

Mariano Vega, Jr., Council President

Date: SEP 03 2008

APPROVED:

Jeremiah T. Healy, Mayor

Date: SEP 05 2008

Date to Mayor: SEP 04 2008

\*Amendment(s):